

GRANT OF MULTI-PURPOSE EASEMENT

Martin Caballero-Reyes & Maria Caballero, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed, and by these presents does hereby grant and convey to the **City of Grand Junction, a Colorado home rule municipality, Grantee**, whose address is 250 N. 5th Street, Grand Junction, CO 81501, a Perpetual Multi-Purpose Easement ("Easement") for the use and benefit of Grantee and for the use and benefit of public utilities permitted therein by Grantee, to include the installation, operation, maintenance and repair of said utilities and appurtenances, which may include but are not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary sewer lines, storm sewers, water lines, telephone lines, traffic control facilities, street lighting, landscaping, trees, grade structures, , on, along, over, under, through and across the following described parcel of land, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference for the legal description and graphic illustration of the Multi-Purpose Easement that is the subject of this instrument.

Being a part of Mesa County Assessor Parcel No.: 2943-171-00-236

TO HAVE AND TO HOLD unto the said Grantee, its successors, assigns and permittees forever, together with the right to enter upon said premises with workers and equipment to survey, maintain, operate, repair, replace, control and use said Easement, and to remove objects interfering therewith, including the trimming of trees and bushes as may be required to permit the operation of standard construction and repair machinery, subject to the terms and conditions contained herein.

The interest conveyed is an Easement for the limited purposes and uses and upon the terms stated herein. Grantor reserves the right to use and occupy the real property burdened by this Easement for any lawful purpose which is not inconsistent with and which will not substantially interfere with the full use and quiet enjoyment of the rights herein granted. Grantor shall not install within the Easement, or permit the installation within the Easement, of any building, structure, improvement, retaining wall, sidewalk, patio, tree or other landscaping, other than the usual and customary grasses and other groundcover, without the prior written consent of Grantee. In the event such obstacles are installed in the Easement, Grantee has the right to require Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles within thirty (30) calendar days from the date written notice is given by Grantee to Grantor, Grantee may remove such obstacles without any liability or obligation for repair or replacement thereof, and charge Grantor for Grantee's costs for such removal. If Grantee chooses not to remove the obstacles, Grantee shall not be liable for any damage to the obstacles or any other property to which they are attached.

Grantor hereby covenants with Grantee that Grantor has good title to the herein described premises; that Grantor has good and lawful right to grant this Easement; that Grantor shall warrant and forever defend the title and quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Executed and delivered this 12 day of December, 2024.

Martin Caballero
Martin Caballero-Reyes

Maria Caballero
Maria Caballero

State of COLORADO)
) ss.
County of MESA)

The foregoing instrument was acknowledged before me this 12 day of December, 2024, by Martin Caballero-Reyes & Maria Caballero.

Witness my hand and official seal.

My Commission Expires: 12-31-2027



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

2943-171-00-236

MULTI-PURPOSE EASEMENT PARCEL NO. MPE-13

A fourteen foot (14') wide parcel of land being a portion of the tract of land as described in Reception Number 2860847 located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 17, Township 1 South, Range 1 East of the Ute Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Commencing at the C 1/4 corner of said Section 17, and assuming the south line of said SW1/4 NE1/4 bears S.89°58'57"E. with all other bearings contained herein being relative thereto; thence along the south line of said SW1/4 NE1/4, S.89°58'57"E. a distance of 379.87 feet; thence N.00°10'52"W. 40.00 feet to the northwest corner of Right-of-Way Parcel RW-13 and the Point of Beginning.

Thence along the west line of said entire tract, N.00°10'52"W. 14.00 feet; thence S.89°58'57"E. a distance of 251.84 feet to a point in the east line of said entire tract; thence along the east line of said entire tract, S.00°10'52"E. a distance of 14.00 feet to the northeast corner of said Parcel RW-13; thence along the north line of said Parcel RW-13, N.89°58'57"W. a distance of 251.84 feet to the Point of Beginning.

Said parcel of land CONTAINING 3,526 square feet or 0.08 acres, more or less, as described.

Authored by: C. Scott Bishop, PLS #38690
Survey Manager, Horrocks
2161 W. Grove Parkway Suite #100
Pleasant Grove, UT 84062



Consent to Easement

Citibank, N.A., not in its individual capacity but solely as Owner Trustee of Barclays Mortgage Loan Trust 2023-NQM1 is the current lienholder under a Deed of Trust executed by Martin Caballero-Reyes, Dated August 12, 2022 and recorded August 17, 2022 with the office of the Clerk And Recorder, Mesa County, Colorado at reception no. 3041176 which encumbers the property described in the Deed of Trust referenced above, does hereby consent to the Multi-Purpose Easement described in Exhibit A & Exhibit B attached hereto and agrees that said easement shall be superior to the lien of the current lienholder.

Signed this 5 day of May, 2025

Select Portfolio Servicing Inc., as attorney in fact for Citibank, N.A., not in its individual capacity but solely as Owner Trustee of Barclays Mortgage Loan Trust 2023-NQM1

By: Bryce Braegger

Print Name: Bryce Braegger

Its: Document Control Officer

STATE OF Utah

COUNTY OF Salt Lake

On May 5 2025 before me appeared Bryce Braegger to me personally known, who did say that s/he/they is (are) Document Control Officer of Select Portfolio Servicing Inc., as attorney in fact for Citibank, N.A., not in its individual capacity but solely as Owner Trustee of Barclays Mortgage Loan Trust 2023-NQM1, and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that s/he/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Gina Tolman
Gina Tolman, NOTARY PUBLIC

(SEAL)

NOTARY ID: 728069

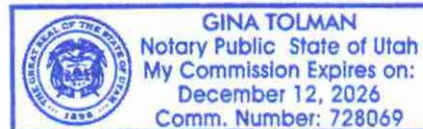
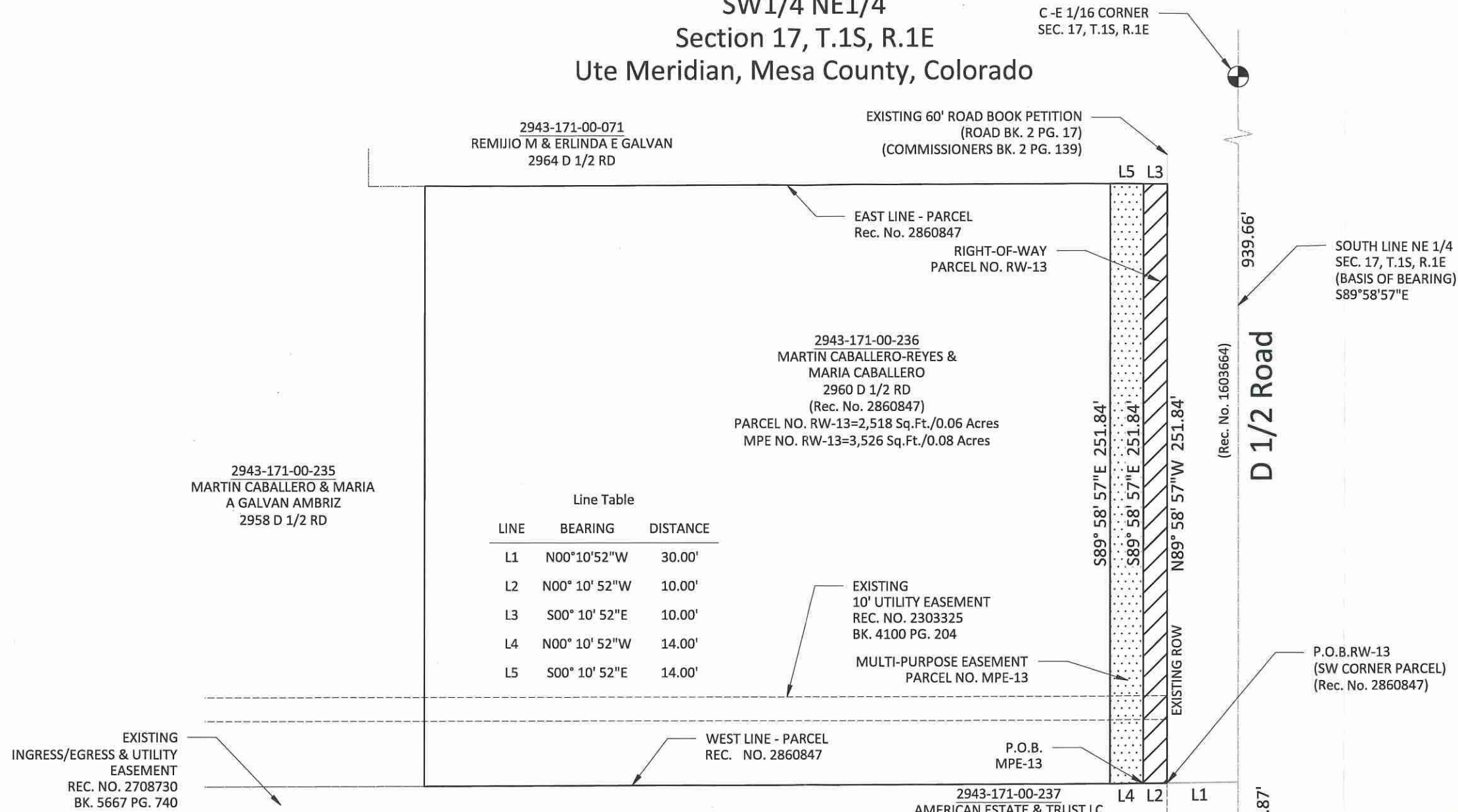
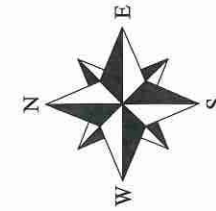


EXHIBIT B

Portion of 2943-171-00-236
 Located in a part of the
 SW1/4 NE1/4
 Section 17, T.1S, R.1E
 Ute Meridian, Mesa County, Colorado



Line Table

LINE	BEARING	DISTANCE
L1	N00°10'52"W	30.00'
L2	N00° 10' 52"W	10.00'
L3	S00° 10' 52"E	10.00'
L4	N00° 10' 52"W	14.00'
L5	S00° 10' 52"E	14.00'

ABBREVIATIONS

P.O.C.	Point Of Commencement	Rec.	Reception
P.O.B.	Point Of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
SEC.	Section	MPE	Multi-Purpose Easement
T.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	Sq.Ft.	Square Feet

The sketch & description shown hereon have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: SMB
 DATE: 04-11-2024
 REVIEWED BY: BTL
 APPROVED BY: CSB
 SCALE: 1"=50'

P.O.C. RW-13
 (C 1/4 CORNER
 SEC. 17, T.1S, R.1E)

